AGA Gas, Inc. *and* Oil, Chemcial and Atomic Workers International Union, Local 7–450. Case 8–CA–23030

July 17, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND OVIATT

On May 14, 1991, Administrative Law Judge Michael O. Miller issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings,[1] findings, and conclusions[2] and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, AGA Gas, Inc., Canton, Ohio, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[2] We adopt the judge's conclusion that the Respondent violated Sec. 8(a)(5) and (1) by refusing to provide the Union with requested information. We do not find the names, addresses, and dates of hire of the team drivers presumptively relevant, but agree that the Union sufficiently established the relevance of the requested information. We find this case distinguishable from *Blue Diamond Co*., 295 NLRB 1007 (1989), in which, in our view, the relevance of requested information about nonunit employees was not demonstrated.

Member Devaney agrees with the judge that the Union's request for the team drivers' names, addresses, and hire dates sought information relevant to the performance of its representation duties. In this regard, he notes that the Union's grievance is based on the assertion that, under the parties' agreement, the team drivers are unit employees and that it is undisputed that, at a minimum, Union Business Representative Thompson told the Respondent that the team drivers should be in the Union if they were doing unit work and that the union-security clause of the parties' agreement, on which the grievance is based, provides that unit employees shall be members of the Union and that the term ''employee'' includes, in relevant part, truckdrivers. Core information, such as the data sought here, is presumptively relevant as to unit employees. *Colonna's Shipyard*, 293 NLRB 136, 141 (1989). Moreover, even if the team drivers are not unit employees, albeit employed by the same employer, Member Devaney agrees that the Union has demonstrated that the requested information concerning them is actually relevant to the grievance.

We agree with the judge that Thompson provided the Respondent an adequate explanation of the Union's need for the requested information and also that the Union's reasons for requesting the information were self-evident. Therefore, we find it unnecessary to pass on the judge's discussion of *Washington Star Co*., 273 NLRB 391 (1984).

We further agree with the judge's conclusion that the Respondent is obligated to provide the Union with the requested names of customers serviced by the team drivers from the Canton facility. First, the Union established the relevance of the names it requested. It sought the identities of only those customers with a direct relation to the grievance. As to the Respondent's present confidentiality claim, we find, as did the judge, that the Respondent's evidence as to its reasons for withholding the information failed to establish that it had a significant interest in keeping such information confidential. The Respondent did not request that Thompson keep the customers' names confidential, much less seek to bargain over conditions on disclosure or alternatives to disclosure.

Victoria Belfialio, Esq. and *Mark Carissimi, Esq*., for the General Counsel.

T. Merritt Bumpass, Jr., Esq. (Thompson, Hine and Flory), of Cleveland, Ohio, for the Respondent.

Gary Thompson, International Representative, of Chagrin Falls, Ohio, for the Charging Party.

DECISION

STATEMENT OF THE CASE

MICHAEL O. MILLER, Administrative Law Judge. This case was tried in Cleveland, Ohio, on February 5, 1991, based on a charge filed by Oil, Chemical and Atomic Workers International Union, Local 7-450 (OCAW or the Union), on September 11, 1990 and a complaint issued by the Regional Director of Region 8 of the National Labor Relations Board (the Board), on October 26, 1990, as amended at hearing. The complaint alleges that AGA Gas. Inc. (AGA, Respondent, or the Employer) failed and refused to bargain in good faith with the Union, in violation of Section 8(a)(5) and (1) of the National Labor Relations Act (the Act), by refusing to furnish information requested by the Union which was necessary for, and relevant to, the Union's functioning as collective-bargaining representative of Respondent's employees. The Respondent's timely filed answer denies the commission of any unfair labor practices.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by Respondent and the General Counsel, I make the following

FINDINGS OF FACT

I. JURISDICTION AND LABOR ORGANIZATION STATUS PRELIMINARY CONCLUSIONS OF LAW

The Employer, an Ohio corporation with an office and place of business in Canton, Ohio (the terminal), is engaged in the manufacture, storage, sale, and delivery of liquid gases. In the course and conduct of its business, it annually sells and ships products, goods, and materials from that location directly to points located outside the State of Ohio which are valued in excess of $50,000. The Employer admits and I find and conclude that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The complaint alleges, the parties admit, and I find and conclude that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. UNFAIR LABOR PRACTICES

A. *The Facts*

Respondent has terminals, for the storage and delivery of its liquid gases, in five cities: Canton and Dayton, Ohio, Parkersburg, West Virginia, Kalamazoo, Michigan, and Waukesha, Wisconsin. OCAW has represented the drivers at the Canton terminal since about 1982; there are about 17–18 drivers in that unit at the present time.[1] It also represents drivers at one or more of the other terminals. The drivers at the Parkersburg terminal are represented by a local of the International Brotherhood of Teamsters.

Prior to January 1990,[2] the Union had been aware that AGA occasionally used subcontractors to deliver its product from the Canton terminal during peak periods, when unit drivers were working as many hours as they could handle. No grievances were filed over such assignments because Gary Thompson, the OCAW International representative responsible for this unit, did not believe that the collective-bargaining agreement prohibited such practices.[3] Daniel Pais, Respondent's employee relations supervisor, testified that AGA had occasionally sent non-OCAW drivers from other terminals to pick up and deliver product from Canton terminal; Thompson credibly denied knowledge of any such practice.

In January, the Employer instituted a team driver system, utilizing four or five two-man teams, driving sleeper-equipped tractors, to pick up and deliver product out of all the terminals, including Canton. The teams are employed at the Parkersburg terminal, allegedly because of tax advantages granted by the State of West Virginia. These employees are covered by the Teamsters contract at that location.

Thompson learned that AGA-employed drivers from outside the Canton unit were picking up product at that terminal in early 1990 and, on February 19, requested a meeting to discuss the matter. He asserted his understanding regarding the existence of these outside drivers and stated that ''Since OCAW represents the drivers at your Canton terminal, we naturally believe that all such work should be performed by members of our union.''

Thompson met with Pais and Terminal Manager Jack Taylor on March 28. In the course of the meeting (and subsequently), Pais acknowledged the use of these team drivers to make pickups in Canton, delivering product to customers otherwise served by the Canton drivers, and explained why they had been hired in Parkersburg (the tax concessions). The Union proposed that AGA not use team drivers to make deliveries within a 150-mile radius of Canton and not have team drivers load at Canton whenever Canton drivers were on layoff.

In the meeting and in a followup letter of the same date, Thompson asserted the Union's belief ''that the use of non-bargaining unit employees to perform bargaining unit work is a clear violation of our Labor Agreement'' and he requested the following information:

1. The name, address and date of hire for each of the non-bargaining unit employees who are employed as ''Team Drivers'' and who performed bargaining unit work out of the Canton facility.
2. The name of each customer that has been serviced by these ''Team Drivers'' from the Canton facility.
3. The daily hours worked for each bargaining unit employee at the Canton facility for the first three months of 1990 and for the first three months of 1989.

Thompson acknowledged telling Pais that these drivers should belong to ''our'' local if they were going to perform ''our'' work. Pais testified that the only reason Thompson gave for requesting the information was so that he could sign these drivers up for the OCAW unit. Thompson had no recollection of making such a statement. I find that he probably did, or at least that such was a reasonable interpretation of his claim that they should belong to the OCAW local.[4]

According to Thompson, he asked for the information regarding the drivers in order to process any grievance the Union might decide to file. The Union, he said, needed the names and additional information regarding the team drivers to determine who they were, how many had been hired, where they had been hired, what conditions they had been hired under, what they were told when hired, whether they were covered under the Teamsters' contract, and the nature and frequency of the deliveries they made out of the Canton terminal. He requested the names of the customers serviced by the team drivers to determine whether there had been a significant impact on the unit members. He understood that there had been days when unit drivers had been told to report late or not at all when the team drivers were servicing their customers and wanted to determine whether the unit was losing existing work or work involving new customers.

Thompson claims that he stated the reasons for his requests in the March 28 meeting; Pais denied that he did so. To the extent that it is relevant, I credit Thompson. I find him to be a credible witness and deem it highly unlikely that

[1] The contract, between the Union and AGA at its Canton, Ohio terminal, effective July 1, 1989, through June 30, 1992, defines the bargaining unit as ''all truck drivers and truck mechanics, but [excluding] all production, production maintenance, office clerical, sales, professional employees, guards and supervisors.'' Art. I, Union Security, sec. 1. This is a unit appropriate for collective bargaining within the meaning of Sec. 9(b) of the Act.

[2] All dates hereinafter are 1990 unless otherwise specified.

[3] The contract does not include any express subcontracting provision; it includes the following management-rights clause:

> Except as otherwise specifically provided in the Agreement, the Company is entitled to all rights, privileges, and prerogatives of management, which shall include, but in no way be limited to, the right to determine production methods and processes, the right to determine the size, duties and hours of the work force, the right to direct the work force, the right to allocate and assign work to employees, to select, hire, classify, assign, promote, transfer, to discipline, demote or discharge for just cause.

Art. VIII permits the Company to employ casual employees in a ratio of 1 to 10 regular employees and provides that they will become regular employees if employed for 6 months wherein they have worked at least 1000 hours.

[4] It is also consistent with his filing of a grievance, discussed infra, alleging a violation of the union-security clause, and with his explanation that the Union always asks for and receives the names, addresses, phone numbers, and dates of hire of new employees ''for seniority purposes and such.''

the reasons would not have been stated. Moreover, given that Thompson proposed solutions to the matter in the March 28 meeting and also alluded to the possibility that a grievance would be filed, I deem the rationale for the requests to be essentially self-evident. I also note the reference in Pais' letter of April 12, discussed infra, concerning ''information [Thompson] indicated [he needed] to understand how team operations impact Canton drivers.''

On April 5, the Union filed a grievance alleging that the Company's use of nonbargaining unit employees (the team drivers) to perform bargaining unit work violated article I of their agreement (the union-security clause, including the unit description.) On April 11, Taylor responded, denying that the use of team drivers violated the agreement. He wrote:

> The management of AGA Gas, Inc. reserves the right to determine the size, duties and hours of the work force, the right to direct the work force and the right to allocate and assign work to employees as stated in Article II of the labor agreement.

On April 12, Pais responded to the request for information. Without specifically addressing the request for information about the team drivers, he refused to provide ''customer lists for competitive reasons.'' However, he offered to provide the teams' trip reports which would ''contain the information you've indicated you need to understand how team operations impact Canton drivers.'' The information regarding the hours worked by the Canton drivers in the first 3 months of 1989 and 1990 was furnished. Pais pointed out that there had been no layoffs at Canton due to the team operations and that the drivers had worked and earned more in 1990 and than they had in 1989.

The solutions which Thompson had proposed on March 28 were rejected. Management indicated that, while they intended to use the team drivers for longer runs, they wanted the flexibility to use them for shorter runs when necessary. Pais denied that there were any plans to lay Canton drivers off, assured Thompson that it would bargain, as required, over any permanent layoffs, stated that the use of contract haulers had been largely eliminated because of the team drivers, and asserted that there were no plans to increase the team operations above their present levels.

Subsequent to issuing this letter, Pais was instructed by higher management not to release the team drivers' trip reports. To do so would involve disclosing the names of customers, which management considered to be proprietary information.

A third-step meeting was held on May 14. The Union's request for information was repeated and was again rejected. According to Pais, the Company offered to provide the Union with a list of the cities to which the team drivers had made deliveries, the number of such deliveries and the miles involved. Thompson, who denied that this offer was made at that time, testified that this information would not have been sufficient for the Union to determine the seriousness of its grievance and the extent of income lost to its members. Drivers, he testified, know the names of their regular customers and the frequency with which they got deliveries and, if given the names of customers to whom the team drivers made deliveries, would have a better idea of the number of trips they had lost.

According to Respondent, the request for the names of the customers to whom the team drivers made deliveries was refused because its customer list is proprietary information which they keep confidential. Pais alluded to a fear that, if competitors knew the names of its customers, it would be able to deduce the technology it used in servicing those customers. Additionally, he claimed, the customers would lose a competitive edge if their competition knew they were buying gases from AGA. He acknowledged that the drivers, who know who their customers are, are not required to sign pledges of confidentiality. Respondent did not ask the Union to sign any such pledge as a condition of furnishing the information.

The request for information regarding the team drivers was denied, Pais testified, because it is deemed confidential information not to be released without a good reason, not present here. He justified the refusal on management's right to make such assignments and on a belief that the team drivers would be harassed if their names and addresses were released. However, he refused to support his claim of potential harassment, notwithstanding an order that he disclose the source of that contention, and his claim is entitled to no weight.

Thompson knows who the Teamsters representative is in Parkersburg; he has not called that Union for information regarding the team drivers.

There have been no layoffs of Canton-based drivers since the team driver program was instituted.

B. *Discussion*

In *Washington Gas Light Co*., 273 NLRB 116 (1984), the Board stated:

> It has long been held that an employer has an obligation to provide a union with information which is reasonably necessary for the union's performance of its representative duties, including the processing of grievances. [Citing *NLRB v. Truitt Mfg. Co*. 351 U.S. 149 (1956); *Doubarn Sheet Metal*, 243 NLRB 821 (1979).] The test for the union's need for the information is whether the information sought is probably or potentially relevant to the execution of those statutory duties. [Citing *NLRB v. Acme Industrial Co*., 385 U.S. 432 (1967).]

''The appropriate standard in determining the potential relevance of information sought . . . is a liberal discovery type standard.'' *Westinghouse Electric Corp*., 239 NLRB 106, 107 (1978); *Blue Diamond Co*., 295 NLRB 1007 (1989).

Grievance processing includes the determination whether or not the union should file or pursue a grievance. *Doubarn Sheet Metal*, supra; *A. O. Smith Corp*., 223 NLRB 838 (1976).

Applying the appropriate standard to the facts as set forth, I am convinced that the information requested by the Union is reasonably necessary and potentially relevant to the processing of the Union's grievance.

Thus, immediately on learning of the use of the team drivers, the Union filed a grievance contending that those drivers were doing the work of the unit employees. It sought to determine exactly what work was being done by the team drivers, including what customers were being served by them and how frequently that service was taking place. From the

team drivers, whose names and addresses it requested, the Union could learn, as Thompson testified, who they were, how many had been hired, where they had been hired, what conditions they had been hired under, what they were told when hired, whether they were covered under the Teamsters' contract, and the nature and frequency of the deliveries they made out of the Canton terminal.[5] The Union also requested the names of the customers serviced by the team drivers to determine whether there had been a significant impact on the unit members.

All of this information is relevant to a determination of whether the Employer's actions violated the collective-bargaining agreement; it is particularly relevant to the Employer's contention that, absent harm to the unit employees, there was no contract violation and therefore no duty to bargain. See *Western Massachusetts Electric Co*., 228 NLRB 607, 623 (1977). Having this information and investigating the grievance by questioning these drivers would enable the Union to determine whether it had a viable grievance, whether it wanted to pursue such a grievance, even if meritorious, in light of the purported union representation of those drivers, and whether the impact of the team drivers on unit work warranted the expenditure of time, money, and energy required by such a grievance. Depending on the results of that investigation, the Union might be better prepared to litigate the grievance or encouraged to drop it.[6]

The Respondent implies that the information sought by the Union is unnecessary inasmuch as it has conceded that team drivers are delivering to customers serviced by unit members and has shown that the unit drivers are doing at least as well now as they did in the same quarter a year ago, before the advent of the team drivers. This information is simply inadequate, in and of itself, for the Union either to make an adequate presentation before an arbitrator or to decide to drop its grievance. The Union is entitled to know whether, in fact, the unit employees have lost earnings, actual or potential, and/or whether the team drivers should become members of its unit. It is entitled to know the extent to which others are doing unit work and to be able to present such details to an arbitrator.

The Respondent further contends that its management-rights clause gives it the right to assign bargaining unit work to persons outside that unit, negating both its obligation to bargain and to furnish information regarding such assignments. It cites *Litton Systems v. NLRB*, 868 F.2d 854 (6th Cir. 1989), and *Acme Markets*, 277 NLRB 1656 (1986).

These cases are inapposite. In *Litton*, where the issue was the employer's obligation to furnish information and bargain over the relocation of work resulting in layoffs, the management-rights clause expressly reserved to management the right to transfer work, determine production methods and the size of the work force, and lay off workers. Additionally, there was a clear practice, not objected to by the union, of transferring production work to other locations. Similarly, in *Acme*, the union had expressly agreed that the employer had the right ''to determine whether and to what extent the work required in its business shall be performed by employees covered by the Agreement.''

No such management-rights clause exists here. The clause, while permitting the Employer to determine the size of the work force and to assign work, does not expressly permit the assignment of work to nonunit personnel. Indeed, it is arguable that the management-rights clause, which begins ''Except as otherwise specifically provided in the Agreement,'' restricts management's power to assign unit work only to unit employees by the union-security clause, which defines employees as truckdrivers required to join the Union, and by the limitations on casual and part-time workers set forth in the seniority clauses.

Similarly, there is no *Litton*-like practice of transferring work here. The Union's toleration of occasional subcontracting in peak periods, and its conclusion that it could not win a grievance over such subcontracting, cannot be construed ag the requisite ''clear and unitakable'' waiver or ''conscious relinquishment'' of its statutory right to bargain over an entirely different type of work reassignment. *WCCO Radio*, 844 F.2d 511 (8th Cir. 1988), cert. denied 109 S.Ct. 72; *Proctor & Gamble Mfg. Co. v. NLRB*, 603 F.2d 1310 (8th Cir. 1979); *Globe-Union*, 233 NLRB 1458 (1977).

As stated in the factual exposition, Respondent has contended that both the names of its customers and the names and addresses of the team drivers are confidential information, to which the Union is not entitled. With regard to such contentions, the Board, in *Washington Gas*, supra, stated:

> The Supreme Court held in *Detroit Edison* [440 U.S. 301 (1979)] . . . that a union's interest in arguably relevant information does not always predominate over other interests. Rather, the Court indicated that determining the employer's duty to supply such information when it is assertedly confidential requires a balancing of the union's need for the information against the legitimate and substantial confidentiality interests of the employer. The party asserting a claim of confidentiality has the burden of proof. [Citing *McDonnell Douglas Corp*., 224 NLRB 881, 890 (1976]).

In this case, I must find that Respondent has failed to sustain its burden of establishing substantial confidentiality interests in either the employees' names and addresses or the names of those customers to whom the team drivers made deliveries.

Other than asserting an unsupported concern that the Union might harass the team drivers and an alleged practice of not disclosing information about its employees without good cause, Respondent has not justified its claim of confidentiality concerning the team drivers names and addresses. As noted, the Union has established the potential relevance of this information, which is information of a type normally furnished to the collective-bargaining representative. See, for

[5] While I believe that the reasons for requesting such information are obvious, it is sufficient that Thompson explained them at hearing. *Washington Star Co*., 273 NLRB 391 (1984). These employees, moreover, are legitimate sources of the information which the Union sought. *Blue Diamond Co*., supra.

[6] Assuming, arguendo, that the Union desired the information in order to solicit the team drivers for membership, I would reach no contrary result. Under the union-security clause, the Union had a colorable argument that it should represent these drivers. Even if it did not, however, the Union's request for information for a proper and legitimate purpose would not be negated by the existence of an additional reason for the request or the possibility that the Union would put the information to other uses. *Blue Diamond Co*., supra; *Associated General Contractors*, 292 NLRB 891, 894 (1979).

example, *Blue Diamond Co*., supra; *WCCO Radio*, supra, *Boston Herald-Traveler Corp*., 110 NLRB 2097 (1954), enfd. 223 F.2d 58 (1st Cir. 1955). The latter two cases deal with employee earnings, in which the employees might have a greater expectation of confidentiality.

Similarly, I cannot find that the purported reasons for withholding the names of the customers serviced by the team drivers sufficient to justify withholding them. The names of the customers whom they had serviced is known to the unit employees; those employees are under no legal constraints to hold such information secret. Competitors of either the Respondent or Respondent's customers could, if they go desired, obtain that information from those employees. ''Information which may be so freely disclosed at the whim of any employee possessing it is not a trade secret.'' *WCCO*, supra, 844 F.2d at 516, 282 NLRB at 1206. Moreover, there is no more reason to fear that the Union would disclose such information to either Respondent's competitors or the competitors of its customers than there is to fear such disclosures by the employees.

Similarly, it is difficult to accept that there is a legitimate concern among Respondent's customers that their competitors not learn their source of liquid gases. That AGA was that source would be readily discernible to any competitor who took the time to observe deliveries. Presumably, Respondent does not disguise its trucks or sneak them in at odd hours to prevent such observations and its customers do not ask them to do so.

Finally, while Respondent refers repeatedly to the confidentiality of its ''customer lists,'' the Union's demand was more narrow. It sought only the names of those customers served by the team drivers out of the Canton terminal, information clearly relevant to its contention that the team drivers were performing unit work. The Union's demand is narrowly drawn so as to provide it with the information it needs without unduly compromising the alleged confidentiality concerns of either Respondent or Respondent's customers.

In sum, I find that Respondent has failed and refused to bargain in good faith with the Union by failing to furnish the Union with the information requested in items 1 and 2 of its letter of March 28, 1990.

CONCLUSIONS OF LAW

1. By failing and refusing to timely furnish the Union with the records and information which it requested, which information is relevant and necessary to the performance of the Union's duties as the statutory bargaining representative of Respondent's employees in an appropriate collective-bargaining unit, Respondent has violated Section 8(a)(5) of the Act.

2. The unfair labor practice set forth in paragraph 1 above affects commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent violated Section 8(a)(5) and (1) as set forth above, I recommend that it be required to cease and desist from such conduct or related conduct. Affirmatively, in order to effectuate the policies of the Act, I recommend that Respondent be required to furnish the Union with the information it requested in items 1 and 2 of its March 28, 1990 letter to Respondent. I also recommend that Respondent be required to post an appropriate notice to employees.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[7]

ORDER

The Respondent, AGA Gas, Inc., Canton, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to timely furnish Oil, Chemical and Atomic Workers International Union, Local 7-950, as the exclusive representative of all employees in the appropriate unit, the information requested by the Union in items 1 and 2 of its letter of March 28, 1990, which information is reasonably necessary for the Union's performance of its representative duties.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed the by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish Oil, Chemical and Atomic Workers International Union, Local 7-450, as the exclusive representative of all employees in the appropriate unit, the information requested by the Union in items 1 and 2 of its letter of March 28, 1990, which information is reasonably necessary for the Union's performance of its representative duties.

(b) Post at its terminal in Canton, Ohio copies of the attached notice marked ''Appendix.''[8] Copies of the notice, on form provided by the Regional Director for Region 8, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notice are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

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[7] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[8] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relation Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain collectively and in good faith with Oil, Chemical and Atomic Workers International Union, Local 7-450 as the exclusive representative of our employees in the appropriate unit by failing and refusing to furnish it with requested information which is relevant and necessary to the performance of its duties as collective-bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed by Section 7 of the Act.

WE WILL furnish Oil, Chemical and Atomic Workers International Union, Local 7-450, as the exclusive representative of all employees in the appropriate unit, the information requested by the Union in items 1 and 2 of its letter of March 28, 1990.

AGA GAS, INC.